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AGREEMENT

Monroe Township Board of Education and Non-Professional  
Personnel, Unit B

July 1, 1970 - June 30, 1971

THIS BOOK DOES  
NOT CIRCULATE

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**Unit B. 1.**

Employees in the negotiating unit described below in the Monroe Township School District have designated the Monroe Township Teachers' Association as their representative for the purpose of collective negotiations; and whereas, such non-professional employees constitute an appropriate unit for collective negotiations; now, therefore, be it Resolved by the Monroe Township Board of Education, that pursuant to Chapter 303, Public Laws 1964, the Board of Education of Monroe Township, County of Middlesex, New Jersey recognizes the Monroe Township Teachers' Association as the exclusive and majority representative for collective negotiations concerning the terms and conditions of employment of the non-professional employees included in the unit described below:

Building Custodians  
School Secretaries  
Library Clerks

**Excluding:** All other secretarial and clerical employees, cleaners, cafeteria workers, teacher aides, and supervisor of maintenance.

2. Unless otherwise indicated, the term "non-professional employee", when used hereinafter in this Agreement, shall refer to all non-professional employees represented by the Association in the negotiating unit as above defined, and references to male non-professional employees shall include female non-professional employees.

## GRIEVANCE PROCEDURE

### A. Definition

1. A grievance is a claim by an employee or his representative that he has suffered harm by the interpretation, application or violation of policies, agreements, and administrative decisions affecting him.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the appeal and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

### B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Any individual employee at any time may present grievances to his employer and have the grievances adjusted, without intervention of the bargaining representative, so long as such adjustment is not inconsistent with the terms of this Agreement.

### C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board to hold the proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the board, shall be released from assigned duties without loss of salary.

C. Procedure (Continued)

4. Level One

A Non-Professional Employee with a grievance shall first discuss it with his principal or immediate superior, with the objective of resolving the matter informally. He may at his option, designate a representative to be present. All level one grievances shall be initiated within five (5) school days after the event or circumstance being grieved takes place, unless conditions or the terms of this agreement dictate to the contrary. Custodians should refer problems to the maintenance supervisor before involving the principal.

5. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of grievance, he may file the grievance in writing with the Association within (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association may refer it to the Superintendent of Schools.

6. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at the Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education. If the Association determines that the grievance is meritorious, it may submit the grievance to the Board of Education within (15) school days after the receipt of a request by the aggrieved person.

7. Level Four

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, the aggrieved person may, within five (5) school days, request in writing that the Association submit his grievance to advisory arbitration. If the Association determines that the grievance is meritorious, it may elect to submit the grievance to advisory arbitration within fifteen (15) school days after receipt of the request from the aggrieved person, but shall first notify the Board of such decision.

b. The arbitrator shall be selected under the rules of the American Arbitration Association.

c. The fees and expenses of the arbitrator shall be shared equally by the parties.

8. Rights . Non-Professional Employees to Representation

Any individual employee of the district shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal at any step or to designate a representative (s) of the Association or other person of his own choosing to appear with him at any step.

9. Miscellaneous

- a. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and to the Superintendent and the Association.
- b. Every effort shall be made to resolve all grievances before they reach Level Three.
- c. A Non-Professional Employee shall continue to perform all assigned duties before and during any grievance procedures initiated, but shall advise his superior that he is performing these duties under protest.
- d. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- e. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be designed jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- f. All meetings and hearings under this procedure shall not be conducted in public.
- g. Any grievances not filed within the prescribed time limits at any level shall be considered as waived.
- h. If a grievance affects a group or class of Non-Professional Employees, in only one school, the Association shall submit such grievances in writing at the First Level. If a grievance affects a group or class of Non-Professional Employees in more than one school, The Association may submit such grievance in writing at the First Level or Second Level, whichever is appropriate.

## CUSTODIANS

### A. Vacation

Custodians shall be granted 10 days vacation with pay each year. Vacations shall be taken during July and August at a time approved by the maintenance supervisor. The full 10 days shall be granted only if the custodian has already been employed for 12 full months. If the initial contract is for less than 12 months, vacation days shall be prorated accordingly. When the custodian leaves the employ of the Board, he shall be paid one day's pay for each day of unused vacation earned up to a maximum of 10 days.

### B. Leave

#### 1. Sick Leave

Custodians shall be granted 12 days sick leave each year. If employment is less than 12 months during the contract year, sick leave shall be prorated at the rate of 1 day per month employed.

#### 2. Personal Leave

Custodians shall be granted 2 days personal leave each year. If employment is less than 12 months during the contract year, personal leave shall be prorated at the rate of 1/6 day per month employed. Application for leave shall be made to the maintenance supervisor at least 48 hours in advance of the day or days desired, if possible. If the maintenance supervisor does not approve of the request for leave, the custodian may appeal to the principal. Personal leave day(s) not taken shall accumulate as sick leave.

### C. Uniforms

The Board shall purchase 3 uniforms ( shirt and trousers) and 1 pair of safety shoes for each custodian each year.

### D. Paid Holidays

Independence Day	Christmas Day
Labor Day	New Year's Day
Thanksgiving Day	Lincoln's or Washington's Birthday
Day after Thanksgiving	Good Friday
Day before Christmas	

E. Each custodian is guaranteed one hour's pay if called in for an emergency outside of regular working hours.

### F. Definitions

CUSTODIANS (CONTINUED)

F. Definitions (Continued)

1. Contract year shall begin on July 1 or in the case of initial employment, at the beginning of any month. The contract year shall not extend beyond June 30.
2. A day's pay shall be the 12 month's contractual salary divided by 250.
3. An hour's pay shall be the 12 month's contractual salary divided by 2080.

## LIBRARY CLERKS AND SCHOOL SECRETARIES

### A. Tenure

Tenure shall be granted according to New Jersey Statutes 18A: 17-2

### B. Leaves

1. School secretaries and library clerks shall be granted (10) sick leave days each school year, provided, however, that should the non-professional employee's contract begin after the first official day of school or terminate before the last official day of school he shall be entitled only to (1) sick leave day per full month under contract.
2. School secretaries and library clerks shall be granted two (2) days a year for personal leave provided, however, that should the non-professional employee's contract begin after the first official day of school or terminate before the last official day of school, he shall be entitled to a prorated number of days based on the time under contract. Application for leave shall be made to the building principal at least forty-eight (48) hours in advance of the day or days desired, if possible.

### C. Lunch Period

School secretaries and library clerks shall have a 30" lunch period at a set time mutually agreed upon with the principal.

### D. Job Description

A job description for school secretaries shall be developed and submitted to the Board.



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MEDICAL INSURANCE

A. As of the beginning of the 1970-71 school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each non-professional employee and in cases where appropriate for family-plan insurance coverage.

1. For each full-time non-professional employee, as defined by carrier who is in the employ of the Board, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st.

Provisions of the health-care insurance program shall be detailed in master policies and contracts and shall include: Blue Cross, Blue Shield, and Major Medical.

SALARY GUIDES

<u>Step</u>	<u>Custodians</u>	<u>Library Clerks</u>	<u>School Secretaries</u>
1	5300	2800	3200
2	5450	3000	3350
3	5600	3200	3500
4	5800	3400	3700
5	6000	3600	3900
6	6200	3800	4100
7	6400	4000	4300
8	6600		4500
9			4700
10			4900

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1970 and shall continue in effect until June 30, 1971.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

MONROE TOWNSHIP TEACHERS  
ASSOCIATION

By William T. Holden  
Its President

By Ruth Anne White  
Its Secretary

MONROE TOWNSHIP BOARD OF  
EDUCATION

By James P. Laughlin  
Its President

By Howard D. Davis  
Its Secretary